

**RULES AND REGULATIONS
FOR
CABANA KEY, A CONDOMINIUM**

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. No enclosures and/or articles other than patio-type furniture shall be erected or placed on the balconies, patios or screen porches. No linens, cloths, clothing, bathing suits and/or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property. There shall be no impairment or obstruction of any Common Area or Common Element.
4. No Unit Owner or occupant shall permit anything to fall from a window, door or through the floor of the balcony or screen porch areas, of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in a Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No repair of vehicles shall be made on the Condominium Property. All motor vehicles must be licensed, operable and registered in the name of an Unit Owner. No Owner shall have more than two (2) motor vehicles parked in the association parking areas at any time. Provided Owners may have guests, and invitees which park on a temporary basis. Temporary parking shall be deemed to be less than seven (7) consecutive days unless a longer time period is approved by the Board. No commercial vehicles, boats, recreation vehicles, personal water craft, or motor vehicles with signage or advertising located on it may be parked overnight on Association Property.
8. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer or the Association, as applicable. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of a Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.



11. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the recreation deck shall be used only with earphones.
12. No barbecue grills will be permitted in the Units. No barbecue grills will be permitted on the balcony or terraces of Units. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Board of Directors. The use of such grills shall be subject to such applicable laws and reasonable rules and regulations as may be now or subsequently enacted or amended from time to time by the Board of Directors.
13. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
14. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
15. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board of Directors may regulate duration of use, hours of opening and closing and schedule their use.
16. No exterior radio, television, telephone or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board of Directors.
17. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under sixteen (16) years of age must be accompanied by a responsible adult when entering and/or utilizing the fitness center.
18. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration. Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes, if any. In no event shall a dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property. Unit Owners shall immediately pick up all messes and solid wastes from their pets and dispose of same appropriately. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the Condominium Property within three (3) days of such notice.
19. Buyer must install either wall to wall carpeting with not less than 6 oz. padding or hard surface flooring with sound absorbent underlayment as hereinafter described. If Buyer installs any hard surface floor covering (e.g. stained concrete, marble, slate, ceramic tile, wood or parquet), the Buyer must also first install a sound absorbent underlayment of such kind and quality equivalent or superior to 3 inches of cork and perimeter sound isolation material, in accordance with manufacturer's recommendations and the requirements of the Declaration of Condominium and acceptable to the Board of Directors. Each Unit Owner is required to submit for approval to the Board of Directors or its representative the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed sound isolation material must be inspected and approved prior to installation of the hard flooring.
20. Disposal of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units. Unit Owners and occupants of Units must: (i) securely bag trash and deposit in designated receptacles; (ii) bundle newspapers; (iii) dispose of food and vegetable scraps in the individual resi-

dence garbage disposals; and (iv) not leave or place garbage or trash in hallways or corridors, except as approved and directed by the Board from time to time to ensure the appropriate and timely collection of trash and garbage.

21. All persons occupying Units other than the Unit Owners shall be registered with the Association at or before the time of their occupancy of the Unit. This includes tenants and guests.
22. Persons moving furniture and other property into and out of Units must notify the Condominium Association in advance. All such moving must be Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m., Saturdays from 8:00 a.m. to 2:00 p.m. and Sundays from 10:00 a.m. to 2:00 p.m. Moving vans and trucks used for this purpose shall only remain on Condominium Property when actually in use.
23. Repair, construction, decorating or remodeling work shall only be performed on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m. and the rules for decorators and subcontractors set forth herein must be complied with.
24. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
 - (a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed.
 - (b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
 - (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
 - (d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 - (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 - (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
 - (g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.
25. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regula-

tions in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

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RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

1. The Unit Owner must preregister with the Condominium Association the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing the work being done in the Unit whether it be the interior decorator, the general contractor or the Unit Owner.
2. Prior to commencing work, the Unit Owner's representative must submit to the Condominium Association a list of names, addresses and telephone numbers of all subcontractors who will be working in the Unit, together with a schedule for their work.
3. Work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday and Saturday from 8:00 a.m. to 2:00 p.m.
4. The contractor and all subcontractors must have all licenses required by Seminole County and other applicable governmental authorities and submit proof of same for the Condominium Association's file.
5. Prior to authorization for access, the contractors and all subcontractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Worker's Compensation coverage for the Association's file.
6. All vehicles and persons will enter pursuant to the entrance designated by the Association from time to time, where they will be registered by the Association.
7. After unloading, workers must park their vehicles in the designated areas specified by the Association.
8. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.
9. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the Association for location of cleaning area.
10. Subcontractors are not to use carts owned by the Association.
11. Breaks and lunches, if taken inside the building, should be confined to the Unit Owner's Unit.
12. No radios will be allowed unless used with headphones.
13. Access to the individual Condominium Units must be coordinated through the Owner, decorator or other designee.
14. Contractors and subcontractors are not to tamper with or hang extension cords from any of the sprinkler heads.
15. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.
16. Workers are not to wander around in areas other than the specific area or Unit they are assigned to.
17. Buyer must install either wall to wall carpeting with not less than 80 oz. padding or hard surface flooring with sound absorbent underlayment as hereinafter described. If Buyer installs any hard surface floor covering (e.g. stained concrete, marble, slate, ceramic tile, wood or parquet), the Buyer must also first install a sound absorbent underlayment of such kind and quality equivalent or superior to 3 inch of cork and perimeter sound

isolation material, in accordance with manufacturer's recommendations and the requirements of the Declaration of Condominium and acceptable to the Board of Directors. Each Unit Owner is required to submit for approval to the Board of Directors or its representative the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed sound isolation material must be inspected and approved prior to installation of the hard flooring.

18. Smoking, while discouraged, will only be allowed in Units where permission has been granted by the applicable Unit Owner.
19. Each Unit Owner is responsible for his or her decorator's, contractor's and subcontractor's action and inaction's while on the Condominium Property and in the Unit. Decorators, contractors, and subcontractors are on the premises at their own risk and agree to indemnify and hold harmless the Developer and Condominium Association for any liability or damages which might arise in connection with their activities on the Condominium Property or in the Unit.
20. Should a decorator, contractor or subcontractor discover a defect in a Unit, they must notify the Condominium Association immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.